

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE <b>1</b>	OF PAGES <b>2</b>
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">A001</div>		3. EFFECTIVE DATE <div style="text-align: center;">12/20/11</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">AC-11-00220</div>		5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY FAA, MIKE MONRONEY AERONAUTICAL CENTER NAS CONTRACTING TEAM AMQ-210 P O BOX 25082 OKLAHOMA CITY OK 73125-4929				7. ADMINISTERED BY <i>(If other than Item 6)</i> <b>FOR MORE INFORMATION CONTACT:</b> Name: Connie Houpt Telephone No. (405) 954-7820		
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>  All Offerors				<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.  DTFAAC-12-R-00220	
					9B. DATED <i>(SEE ITEM 11)</i>  12/7/11	
				<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.	
*TO BE COMPLETED BY VENDOR IF NOT COMPLETE CODE _____ FACILITY CODE _____					10B. DATED <i>(SEE ITEM 13)</i>	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is <input checked="" type="checkbox"/> extended <input type="checkbox"/> is not extended. <b>NOTE: If offers are handcarried, additional time should be allowed to access the depository facility due to heightened security requirements.</b> Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:(a) By completing Item 8 and 15, and returning <u>1</u> copies of the amendment; (b) acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hours and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA <i>(If required)</i>						
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation data, etc.)</i> SET FORTH IN ITEM 14,					
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input type="checkbox"/>	D. OTHER <i>(Specify type of modification and authority)</i>					
E. <b>IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION <i>(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</i> The Request for Offer referenced in Item 9A above for Commercial Communication Services is amended as follows:  <ul style="list-style-type: none"> <li>• See Page 2.</li> </ul> Reference Item 11 above. Acknowledge receipt of this amendment to: FAA Bid & Proposal Officer (AMQ-100) Room 313, Multi-Purpose Building 6500 South MacArthur Boulevard (P.O. Box 25082, Zip 73125-4933) Oklahoma City, OK 73169-4933						
15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>				16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
BY _____ <i>(Signature of person authorized to sign)</i>				BY _____ <i>(Signature of Contracting Officer)</i>		

Block #14—continued

Amendment continues as follows:

1. As contracts for the furnishing of services by radio, telephone, telegraph, or cable companies subject to the Communications Act of 1934 are exempt from the Service Contract Act, page 30 of the SIR/RFO is replaced by page 30R to remove Clause 3.6.2-28 Service Contract Act of 1965, as Amended.
2. Page 31 of the SIR/RFO is replaced by page 31R to delete Attachment 2 Service Contract Act Wage Determination No. 2005-2431, Rev. 15.
3. Page 44 of the SIR/RFO is replaced by Page 44R to re-schedule the MANDATORY pre-proposal conference/site visit for January 5, 2012.
4. Page 49 of the SIR/RFO is replaced by page 49R to delete Provision M.6 Evaluation of Offers for Single Award.
5. Page 50 is added to the SIR/RFO to add Provisions 3.2.2.3-34 Evaluating Offers for Multiple Awards and 3.2.4-25 Single or Multiple Awards (April 1996).
6. The due date for receipt of proposals has been extended to 2:00 p.m. CST, Wednesday, January 18, 2011.

- 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (FEBRURY 2009)**
- 3.3.2-1 FAA COST PRINCIPLES (OCTOBER 1996)**
- 3.4.1-10 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JULY 1996)**
- 3.4.2-6 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCTOBER 1996)**
- 3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES--FIXED PRICE CONTRACT (APRIL 1996)**
- 3.5-1 AUTHORIZATION AND CONSENT (JANUARY 2009)**
- 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JANUARY 2009)**
- 3.5-3 PATENT INDEMNITY (JANUARY 2009)**
- 3.5-3 PATENT INDEMNITY ALTRENATE III (JANUARY 2009)**
- 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED, WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (FEBRUARY 2009)**
- 3.6.1-4 SMALL, SMALL DISADVANTAGED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (OCTOBER 2010)**
- 3.6.1-15 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APRIL 2011)**
- 3.6.2-2 CONVICT LABOR (APRIL 1996)**
- 3.6.2-9 EQUAL OPPORTUNITY (AUGUST 1998)**
- 3.6.2-12 EQUAL OPPORTUNITY FOR VETERANS (FEBRUARY 2011)**
- 3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCTOBER 2010)**
- 3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APRIL 1996)**
- 3.6.2-30 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (APRIL 1996)**
- 3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (AUGUST 1998)**
- 3.6.2-39 TRAFFICKING IN PERSONS (JANUARY 2008)**
- 3.6.3-11 TOXIC CHEMICAL RELEASE REPORTING (APRIL 2008)**
- 3.6.3-16 DRUG FREE WORKPLACE (FEBRUARY 2009)**
- 3.6.4-2 BUY AMERICAN ACT--SUPPLIES (JULY 2010)**
- 3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JANUARY 2010)**
- 3.6.4-19 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION (FEBRUARY 2011)**
- 3.6.5-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES (FEBRUARY 2009)**
- 3.8.2-10 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APRIL 1996)**
- 3.9.1-1 CONTRACT DISPUTES (OCTOBER 2011)**
- 3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)**
- 3.10.1-7 BANKRUPTCY (APRIL 1996)**
- 3.10.1-12 CHANGES—FIXED PRICE (APRIL 1996)**
- 3.10.1-12 CHANGES--FIXED-PRICE (ALTERNATE II) (APRIL 1996)**
- 3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCTOBER 2007)**
- 3.10.1-26 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2011)**
- 3.10.2-5 COMPETITION IN SUBCONTRACTING (JANUARY 1998)**
- 3.10.5-1 PRODUCT IMPROVEMENT/TECHNOLOGY ENHANCEMENT (APRIL 1996)**
- 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCTOBER 1996)**
- 3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCTOBER 1996)**
- 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JANUARY 1999)**

- 3.13-13 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (FEBRUARY 2011)**
- 3.13-14 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (APRIL 2011)**
- 3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (APRIL 2008)**

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

<u>ATTCH</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Statement of Work	12/2011	9
	Appendix A		6
	Appendix B		1
2	Reserved		
3	Operational Control Documents		
	AMI-OC-1.1-1 Biological	6/15/2011	2
	AMI-OC-4.1-1 Ergonomics	6/15/2011	2
	AMI-OC-8.1-1 Physical	6/15/2011	2
	AMI-OC-10.1-1 Respiratory	6/15/2011	2
	ESC-OC-5.1-1 Falls	4/8/2011	2

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

### **3.2.4-1 TYPE OF CONTRACT (APRIL 1996)**

The FAA contemplates award of an Indefinite-Delivery/Requirements type contract with firm-fixed-unit prices contract resulting from this Screening Information Request.

### **3.8.2-9 MANDATORY SITE VISIT (APRIL 1996) Revised**

(a) Offerors are expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a dispute after contract award.

(b) A **MANDATORY** pre-proposal conference/site visit has been scheduled for 10:00 a.m. CST, Thursday, January 5, 2012, at the Mike Monroney Aeronautical Center, 6500 South MacArthur Blvd., Oklahoma City, OK, in Room 306 of the Multi-Purpose Building. The pre-proposal conference/site visit will be held for the purpose of clarifying the requirement, permit general discussions regarding this Screening Information Request/Request for Offer (SIR/RFO), and a guided tour of the facility.

(c) Offerors are to submit the names of attendees (not to exceed three) to the Contracting Officer prior to January 3, 2012. If no responses are received from vendors concerning the site visit by this date, the site visit will be cancelled with no further notification to potential offerors. The following information should be submitted for each attendee:

- (1) Name of company represented
- (2) Name and title of representative(s)
- (3) Contact information; e.g. e-mail and phone number

(d) Offerors are required to submit any questions they may have regarding this requirement in writing to the Contracting Officer by 2:00 p.m. CST, January 3, 2012, so they can be placed on the agenda for discussion or so that a more definite response can be made. E-mail questions to [connie.m.houpt@faa.gov](mailto:connie.m.houpt@faa.gov). Questions received after that date, together with any questions generated at the conference, will be answered in writing as soon as possible following the conference.

(e) Information provided at this site visit shall not qualify the terms and conditions of the SIR/RFO and Statement of Work. Terms of the SIR/RFO and SOW remain unchanged unless the documents are amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of SIR/RFO amendments shall apply.

(f) A record of the site visit attendees shall be made and furnished to all prospective offerors. The record should also include questions received and answers.

## **M.5 PRICE EVALUATION**

(a) It is anticipated that proposed prices received resulting from this SIR/RFO will be determined fair and reasonable based on adequate price competition. The FAA will conduct a price analysis to determine price reasonableness based on competition. If reasonableness of price cannot be determined through adequate price competition or by other method(s) of price analysis, the FAA will evaluate additional information required to establish price reasonableness.

(1) Proposals, whether initial or revised submissions, which are unreasonably low or high may be eliminated from further competition on the grounds of the offeror's failure to comprehend contract requirements.

(2) Prices will be analyzed for reasonableness but will not be scored. They may also be analyzed to determine whether they are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the information provided by the Offeror. Additionally, all offers will be analyzed for unbalanced pricing.

(b) The otherwise technically-acceptable, lowest-priced offeror may be required to confirm its price on either a CLIN, element, or total price basis, and/or provide additional information in support of their price, prior to contract award at the Government's request and discretion.

(c) In the evaluation of offers received, the Offeror's proposal as submitted in Part I, Section B, Supplies or Services and Prices/Cost may be further adjusted, discounted, and extended by the Contracting Officer; in order to determine the most probable price of the successful Offeror.

(d) Multiplying the estimated quantity times the unit price in Section B and subtracting any applicable considered discounts would derive the Total Evaluated Price.

(e) Discount(s) may, at the Government's discretion, be considered after comparing the Government's estimated quantities over the term of the contract and the likelihood that such discounts may occur during the term of the contract.

(f) The Government will evaluate the discount(s) based only on the estimated or projected quantities stipulated in Section B.

(g) The lowest overall evaluated price, all factors considered, shall be used to determine the award of contract.

(h) All contract line item(s) will be evaluated for award.

(i) If the proposed discount is based upon monthly sales, the total price will be divided by the number of months in the contract before the monthly discount is calculated.

## **M.6 RESERVED**

### **3.2.4-31 EVALUATION OF OPTIONS (APRIL 1996)**

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

### **3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOVEMBER 1997)**

A progress payments clause is not included in this screening information request, and will not be added to the resulting contract at the time of award. Submissions conditioned upon inclusion of a progress payment clause in the resulting contract will not be considered.

**3.2.2.3-34 EVALUATING OFFERS FOR MULTIPLE AWARDS (JULY 2004)**

In addition to other factors, the FAA (we, us) will evaluate offers on the basis of advantages and disadvantages to us that might result from making more than one award (multiple awards). We estimate that our administrative cost for issuing and administering each contract awarded under this SIR is \$500. We will make individual awards for the items or combinations of items that result in the lowest aggregate cost to us, including the assumed administrative costs.

**3.2.4-25 SINGLE OR MULTIPLE AWARDS (APRIL 1996)**

The FAA may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources.